

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400356

PRINT DATE: 03/21/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1990332223
EVERGREEN BY DEBRA LLC
47-388 KAMEHAMEHA HWY

KANEOHE, HI
(808) 239-6599

96744

REFER QUESTIONS TO:

WALTER JOHNSON
(410) 767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB: 001IT818571

EXPR DATE: 01/30/14
POST DATE: 01/26/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (808) 239-6599

AGENCY CONTRACT

FOR

CERAMIC WALL TUNNEL TILE

A DESIGNATED AGENCY ONLY: MARYLAND TRANSPORTATION AUTHORITY

SCOPE: THIS AGENCY CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED.

CONTRACT PERIOD: DATE OF AWARD THRU JANUARY 30, 2014 (2 YRS) WITH TWO ONE YEAR RENEWAL OPTIONS.

ORDERING PROCEDURE: ORDERS WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS. USING AGENCY SHALL MAY ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT ON AN "AS-NEED" BASIS. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$5,000.00.

PRICE ESCALATION CLAUSE: VENDOR MAY REQUEST A PRICE ADJUSTMENT ANNUALLY ON THE ANNIVERSARY OF THE AWARD DATE. PRICE ADJUSTMENT MUST

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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PAGE: 02

TERMS (cont'd):

BE SUBMITTED FIFTEEN DAYS OF THE ANTICIPATED INITIATION DATE.

SPECIAL NOTE: THE STATE OF MARYLAND RESERVE THE RIGHT TO ADD OR REMOVE PRODUCTS FROM THE CONTRACT AT ANYTIME TO REFLECT NEW, OR MORE BENEFICIAL PRODUCTS, ADDRESS REGULATORY RESTRICTIONS OR ENVIRONMENTAL CONCERNS AND/OR IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE.

DELIVERY: ALL ORDERS WILL MADE F.O.B. DESTINATION TO THE MDTA FACILITIES LISTED WITHIN TEN (10) DAYS AFTER RECEIPT OF ORDER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES. ALL DELIVERIES MUST BE INSPECTED, ACCEPTED AND RECEIVED PRIOR TO SUBMITTAL OF PAYMENT.

TAXES: SEE TERMS SECTION LOCATED AT TOP PORTION OF BPO.

USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT, EVERY SIX (6) MONTHS, BEGINNING WITH THE "START DATE", A USAGE REPORT SHOULD BE SUBMITTED TO USING AGENCY AND DGS. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER ITEM DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED WITH GRAND TOTAL DUE FOR ALL DOLLARS SPENT. REPORT SHALL BE SENT TO DEPT OF GENERAL SERVICES, OFFICE OF PROCUREMENT & LOGISTICS, ATTN: WALTER JOHNSON; 301 W. PRESTON STREET, ROOM M-3, BALTIMORE, MD 21201.

QUALITY: THIS CONTRACT WILL BE SUBJECT TO CANCELLATION UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIE ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

OPEN MARKET CLAUSE: THE USING AGENCY RESERVES THE RIGHT TO PURCHASE ON THE OPEN MARKET WITHOUT FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR UNANTICIPATED INCREASE IN THE VOLUME OF WORK).

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS FOR A MINIMUM ONE YEAR. THE SELLER WILL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL

*** CONTINUED, NEXT PAGE ***

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STATE OF MARYLAND

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PAGE: 03

TERMS (cont'd):

AND WORKMANSHIP, AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT FOR DURATION UNLESS OTHERWISE CANCELED BY THE DEPARTMENT OF GENERAL SERVICES.

BASIS OF AWARD: THE AWARDED CONTRACT WILL BE BASED ON A LOT AWARD ALL ITEMS INCLUSIVE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	36076-000600	EA	8.7600

CERAMIC WALL TUNNEL TILES FOR FORT MCHENRY AND BALTIMORE HARBOR TUNNELS PER ATTACHED SPECIFICATIONS.

STATE MAKE/MODEL: DEUTSCHE STEINZEUG BUCHTAL CHROMA-II TUNNEL TILE
COLOR: LIGHT IVORY

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS AND FEDERAL EMPLOYEE NUMBER (FEIN) ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING SHIPMENT OF THE COMMODITY ARE TO BE MADE OF RECYCLED, AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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PAGE: 04

TERMS (cont'd):

SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 99-0332223

STATE VENDOR PHONE NUMBER: (808) 239-6599

STATE VENDOR CONTACT PERSON: JEFF POMPADUR

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE